

IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX

SCIONTI CONSTRUCTION GROUP, LLC,

Plaintiff,

v.

APTIM ENVIRONMENTAL & INFRASTRUCTURE,
INC.,

Defendant(s).

1:20-CV-00034-WAL-GWC

ACTION FOR DAMAGES

TRIAL BY JURY DEMANDED

FIRST AMENDED COMPLAINT

SCIONTI CONSTRUCTION GROUP, LLC, by and through undersigned counsel, sues Defendant, APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC. ("Aptim"), respectfully showing this Court as follows:

PARTIES

1. This action is brought in the name Scianti Construction Group, LLC ("Scianti"), to recover amounts due for labor and materials provided in connection with a Federal project.
2. Scianti is a Florida Limited Liability Company, having its principal place of business at 2332 Galiano Street, 2nd Floor, Suite 103, Coral Gables, Florida 33134.

Scionti Construction Group, LLC v. Aptim Environmental & Infrastructure, Inc.

Amended Complaint

Page 2

3. Scionti is composed of two members, Ann Maria Ferrao and Joseph A. Scionti (collectively, “Members”). The Members are citizens of the State of Florida and reside at 5794 Commerce Lane, South Miami, Florida 33143.
4. Aptim is a Louisiana corporation that was authorized to do business and did business in the State of Florida until January 7, 2019. Aptim withdrew from doing business in the State of Florida on January 7, 2019 and revoked the authority of its registered agent in Florida to accept service and appointed the Florida Department of State as its agent of process.
5. According to the records of the Office of the Florida Secretary of State, Aptim is a Louisiana corporation with a principal place of business in Baton Rouge at 4171 Essen Lane, Baton Rouge, Louisiana 70809.

JURISDICTION

6. Jurisdiction is supported by 28 U.S.C. § 1332(a)(1) as complete diversity of citizenship exists between Scionti and Aptim and this is an action for money damages in excess of \$75,000.00, exclusive of interest, costs, and attorneys’ fees.

VENUE

7. Venue is proper in this district because all, or a substantial part, of the events giving rise to this claim occurred on the island of St. Croix, United States Virgin Islands. Venue in this Court is proper under 28 U.S.C. § 1391.
8. Scionti has satisfied all conditions precedent to bringing this action, to bringing claims in this action, and to recovering damages sought in this Complaint.

Scionti Construction Group, LLC v. Aptim Environmental & Infrastructure, Inc.

Amended Complaint

Page 3

FACTUAL ALLEGATIONS

9. On or about December 6, 2017, Governor Kenneth E. Mapp appointed the Virgin Islands Housing Finance Authority (“VIHFA”) as the Lead Territorial Representative on the Unified Housing Task Force.
10. The Task Force was slated as a collaborative effort between the Government of the U.S. Virgin Islands and the Federal Emergency Management Agency (“FEMA”) to implement the Sheltering and Temporary Essential Power (“STEP”) pilot program in the Territory.
11. STEP is locally known in the Territory as the Emergency Home Repairs VI (“EHRVI”) Program.
12. On February 2, 2018, the VIHFA awarded a contract to execute the EHRVI Program to AECOM, the initial sole STEP Prime Contractor.
13. The original purpose and scope of the EHRVI included simple repairs which would allow homeowners to shelter within their homes until other programs or insurance support would become available to provide permanent repairs to their homes.
14. On August 23, 2018, FEMA issued a program guidance which changed the Scope of Work and gave provisions and funding to perform permanent repairs on storm damaged roofs.
15. Subsequent to this change in the EHRVI’s scope of work, on or about September of 2018, VIHFA awarded Aptim a contract to serve as a second Prime Contractor for the STEP program.

Scionti Construction Group, LLC v. Aptim Environmental & Infrastructure, Inc.

Amended Complaint

Page 4

16. Aptim, as a Prime Contractor, was awarded a contract of more than \$100,000.00 for the construction, alteration, or repair of any public building or public work of the Federal Government.
17. On or about November 15, 2018, Scionti entered into a subcontract agreement (the "Subcontract") with Patriot Response Group, LLC ("Patriot"), Aptim's subcontractor, whose Subcontract incorporated all the terms of the Prime Contract and Owner Contract.
18. The subject Subcontract was entered for the benefit of Aptim and the Owner, the VIFHA.
19. Scionti is an intended protected party since it provided labor and materials for the carrying out of the work provided under the STEP Program, a federal project.
20. Scionti agreed to comply with the scope of work required by Patriot.
21. Scionti performed all of its obligations under the Subcontract, its work passed all relevant inspections, and the work was accepted by the VIFHA, Aptim, and Patriot.
22. On or about March 2019, Scionti submitted a pre-work conclusion final invoice to Patriot and Aptim.
23. The total amount due under the Subcontract to Scionti was \$965,095.09 and remains unpaid despite repeated demands to Patriot and Aptim.
24. Scionti timely commenced performance of its work and all required work, invoices and labor support documentation was completed by August 8, 2019.

Scionti Construction Group, LLC v. Aptim Environmental & Infrastructure, Inc.

Amended Complaint

Page 5

25. According to its contract, Scionti was to be paid in full within ninety (90) days after the last work was performed.
26. Scionti has not been paid in full within the ninety (90) days after the date of the invoice which set forth the total amount owed to Scionti and still remains unpaid to date.
27. Scionti has attempted to obtain the information for the surety of the Payment Bond securing the Federal Project from Patriot and Aptim, and has learned that Aptim executed and delivered a performance bond to the VIHFA.
28. Scionti provided and has incurred the cost of labor, services, materials, and equipment furnished in, and/or relating to, the performance of the work provided for in the Prime Contract .
29. Scionti provided notice to Aptim prior to commencing this action.

COUNT I – UNJUST ENRICHMENT

30. Plaintiff re-alleges each and every allegation of the preceding paragraphs with the same force and effect as if hereinafter set forth at length.
31. Scionti asserts the conduct of Aptim alleged herein resulted in the unjust enrichment of Aptim at the expense of Scionti.
32. Aptim contracted with the VIHFA to perform services for the federally funded STEP Program and was only able to provide those services as a result of the materials, labor, and supplies provided by Scionti. However, without justification, Aptim has failed to pay for the materials, labor, and supplies provided by Scionti, despite having received the benefit of same.

Scionti Construction Group, LLC v. Aptim Environmental & Infrastructure, Inc.

Amended Complaint

Page 6

33. Aptim was unjustly enriched by the materials, labor and supplies provided by Scionti.
34. Scionti has suffered damages as a result of Aptim's failure to pay for the materials, labor, and supplies provided by Scionti and there is no other remedy at law available to Scionti.

DEMAND FOR JURY TRIAL

PLEASE TAKE NOTICE that Plaintiff Scionti Construction Group, LLC hereby demands a jury trial as provided by Rule 38(a) of the Federal Rules of Civil Procedure.

PRAYER

WHEREFORE, and for the foregoing reasons, the United States of America, for the use and benefit of Scionti Construction Group, LLC, requests judgment against the Defendant, Aptim Environmental & Infrastructure, Inc. for the sum of at least \$965,095.09, together with attorneys' fees, prejudgment and post-judgment interest, the costs of this action, and such further legal and equitable relief as this Honorable Court may deem just and proper.

RESPECTFULLY SUBMITTED,

DATED: September 7, 2022

DJEBELLI TORRES PLLC
Pro Hac Vice Attorney for Plaintiff

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Scionti Construction Group, LLC v. Aptim Environmental & Infrastructure, Inc.

Amended Complaint

Page 7

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of September, 2022, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which will send a notification of such filing (NEF) to:

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